



BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

**OFFICE OF THE
The Chief Engineer (Electy), C,O&M,
BMAZ North, BESCOM, Nandi Durga Road, Bengaluru -46**

**VOLUME-I
SECTION - INB (INSTRUCTION TO BIDDERS)**

**Enq No: CEE/ BMANZ/ SEE (O)/AEE-1/23-24/Enq No-02 Call-4 Dt:
03.07.2023**

PREAMBLE:

BESCOM is a distribution company covering Eight Districts of Karnataka having its Corporate Office at K.R Circle, Bengaluru.

SCOPE OF THE WORK

The Chief Engineer, C, O&M, BMANZ, on behalf of the Bangalore Electricity Supply Company Limited, invites tender through e-procurement mode from eligible bidders under local competitive bidding.

The manpower availed shall discharge the duties as per the instructions of the concerned sub-division heads. Necessary instructions/guidance shall be issued by the sub-division head.

- 1.0** The Chief Engineer (Electy.), C,O&M, BMANZ, BESCOM, #8, Nandi Durga Road, Benson Town, Bengaluru-46 on behalf of Bangalore Electricity Supply Company Limited, invites tender vide Enquiry No. : **CEE/ BMANZ/ SEE (O)/AEE-1/23-24/Enq No-02 Call-3 Dt: 03.07.2023** in two parts (Techno Commercial Bid and Price Bid) through **e-procurement portal** (www.eproc.karnataka.gov.in) **for Providing 84 numbers of manpower services to Fast Track Helpline DESK (FTNC) on contract basis to [C, O&M] sub-divisions of East & North Circle in BMANZ, BESCOM, Bengaluru for a period of one year.** Bids not covering the entire specified scope shall be treated as incomplete and rejected.

1. Enquiry No.	CEE/ BMANZ/ SEE (O)/AEE-1/23-24/Enq No-02 Call-4 Dt: 03.07.2023
2. Tender processing fee	Refer e-procurement website www.eproc.karnataka.gov.in
3. Earnest Money Deposit	Rs. 3,79,695/-
4. Due date for submission of Bids	11.08.2023 16:00 Hours
5. Tender System	Through E-procurement portal
6. a) Date of opening of Techno commercial bid b) Date of opening of Price Bid	a) 14.08.2023 @ 11:00 Hrs (On or after) b) <u>Will be opened in e-procurement portal after completion of techno commercial evaluation. Separate intimation regarding date of opening of price bid will not be issued.</u>
7. Schedule of requirements	Project Engineer: 28No's (Twenty Eight) Receptionist: 28 No's (Twenty Eight) Data Entry Operator: 28 No's (Twenty Eight) Total 84 numbers.
8. General Terms and Conditions	Enclosed herewith
9. Price proposals	The Bidder shall quote the wages as specified by the BESCO as enumerated in Vol-II and other charges such as EPF, ESI, GST as per the norms and service charges in terms of rupees in E-procurement portal for the required manpower.

2.0 Issue of Tender documents.

Bidders can download the tender documents from e-procurement portal from **10.07.2023 14:00 Hours** (Free of cost) till **11.08.2023 16:00 Hours** and techno commercial bid will be opened on or after **14.08.2023 @ 11:00 Hrs.**

3.0 Submission of tender documents

All the Tender Documents shall be submitted through e-Procurement Portal only on or before Last date of bid submission as mentioned in e-Procurement Portal.

The technical bids will be opened on or after **14.08.2023 @ 11:00 Hrs** mentioned in the e-Procurement Portal. Date of opening of Price Bids will be intimated later.

4.0 PRICES

The Rates shall be firm and no variation allowed.

The Rates for providing Manpower services to Fast Track Helpline DESK

(FTNC) on contract basis to [C,O&M] sub-divisions of East & North Circles in BMANZ, BESCO, Bengaluru be quoted as per the "Minimum Wages" fixed in the latest Govt. Notification.

a) BESCO reserves the right to accept/reject any/all Tenders, without assigning any reason.

b) The quotation shall be valid for **180 days** from the date of opening of the tenders.

- ◇ If the date of opening of Tender happens to be a Holiday in case of unforeseen condition the tender opening due date if declared as holiday/ for any reason or for unforeseen circumstances, the tender will be opened on the immediate next working day.
- ◇ The Bidder shall quote the total amount to be paid per person per month by considering the minimum wages, VDA, EPF, ESI, the service charges, GST in e-procurement portal.
- ◇ **Minimum wages shall be as per prevailing rates approved by the department of labour, GoK**

After the calculations the total amount to be paid per person per month by considering the minimum wages, VDA, EPF, ESI, the service charges, GST for Project Engineer is turned out to be Rs.25775.73/-, for Data Entry operator is turned out to be Rs.25,578.49/- and receptionist is turned out to be Rs.23,982.03/-.The bidder shall not quote less than the prescribed amount. If for one or the other reason, L1 bidder quotes less than the above prescribed amount, the concerned bidder will be liable for rejection and the next eligible bidders will be evaluated as L1 & L2.

- ◇ **The quoted Service charges shall be realistic and the bidder has to**
Indicate the service charges not less than 5% of the amount payable per person per month.
- ◇ In case of more than one bidder happens to be L-1 bidder, selection Will be done on the basis of
 - i) The agencies having highest TURNOVER in last 3-years i.e. FY 2021-22, FY 2020-21, FY 2019-20.

The Bidder shall upload all the necessary documents in support of the qualifying requirements in the e-procurement portal. Non-submission of the documents leads to disqualification.

- ◇ **Based on the performance, BESCOM may extend the contract for another period for up to three months as per the KTPP norms or till the finalization of next tender or whichever is earlier at the same terms and conditions.**

5.0 QUALIFYING REQUIREMENTS

Technical Criteria:	Documents to be uploaded
1. The bidder shall be a company, registered under Companies Act, 1956/2013 OR Partnership firm OR Proprietorship.	Registration certificate should be uploaded.
2. A) The bidder should have a valid 'Registration certificate of Establishment' issued by the Department of Labour, Government of Karnataka. i.e., Form 'C' Nature of business should be 'Manpower supply/services'. b) The bidder's registered office should be in Karnataka.	a) 'Registration certificate of Establishment issued by the Department. of Labour, Government of Karnataka. i.e., Form 'C' should be uploaded. Nature of business should be 'Manpower supply/services'. b) The bidder should upload relevant document.
3. The bidder shall have a minimum two years of experience in providing Project Engineers/ Supervisor (Technical)/FTNC co-ordinator (Fast Track New Connection), Data Entry Operators and Receptionists manpower services to any ESCOMs/ KPTCL/ Government Electrical utilities in Karnataka in last 5years.	The Work Award/Order/DWA copies and experience certificates from not the below the rank of Executive Engineer shall be uploaded.
4. The bidder should have provided at least 80% of the each tendered manpower services i.e., Project Engineers/ Supervisor (Technical)/FTNC co-ordinator, Data Entry Operators and Receptionists in a single contract order in any two years of the last 5 financial	The work Award/Order /DWA/Purchase order copies issued by the ESCOMs/KPTCL / any Government Electrical utilities to be uploaded

years.	
5. The bidder should have provided at least 50% of amount put to tender in a single contract order for having supplied ProjectEngineers/Supervisor (Technical)/ FTNC co-ordinator, Data Entry Operators and Receptionists.	The work Award/Order /DWA/Purchase order copies with the awarded amount issued by the ESCOMs/KPTCL/any Government Electrical utilities to be uploaded.
6. The bidder shall possess the following registration certificates in the name of the agency- a) EPF Registration Certificate b) ESI Registration Certificate c) PAN Card. d) GST Registration Certificate.	EPF/ESI/PAN/GST Registration Certificates should be uploaded
7. The Bidder should have valid ISO 45001:2018 certificate as on date of the tender.	Valid ISO 45001:2018 certificate should be uploaded.
8. The Bidder should not have been black listed by any entity.	Self - declaration certificate on the bidder's letter head shall be uploaded.
9. Bidder should not have defaulted in providing manpower services and remittance of EPF, ESI, GST etc., and other statutory deductions as per the Labour norms.	Self-declaration certificate on the bidder's letter head shall be uploaded.
10. Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. A Certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: "I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this Bidder fulfills all	Self-declaration Certificate in the said format shall be uploaded.

requirements in this regard and is eligible to be considered (Where applicable, evidence of valid registration by the Competent Authority shall be attached)”	
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Financial Criteria:	Documents to be Uploaded
11. The annual turnover shall not be lesser than the amount put to tender i.e Rs. 2, 53, 12,981.48/- in any two of the previous five financial years. Chartered Accountant certified five Annual Turnover, P&L A/c, Balance Sheet and IT returns shall be uploaded.	Chartered Accountant certified five Years P&L A/c and Balance sheet and IT returns as per the QR shall be uploaded.
12. The Liquid Assets as on 30.06.2023 or at a later date before submission of the bid (Cash at Bank + Term Deposits + availability of fund based credit facility in any scheduled Commercial Bank) shall not be lesser than 25% of the amount put to tender i.e Rs. 63,28,245/- duly supported by the Bank statement shall be uploaded. The banker certificate should be valid up THREE months from the date of issue of certificate. Availability of fund based credit facility shall be supported by a certificate issued by any scheduled commercial Bank duly indicating the sanctioned amount, amount utilized and balance available.	The cash at Bank and term deposits with the Bank as on the date of bid submission shall be supported by the certificate issued by the scheduled Bank with whom the bidder has the banking facility shall be uploaded along with the Bank pass sheet. The availability of fund based credit facility shall be supported by a certificate issued by the scheduled Bank with whom the bidder has the banking facility. The bidder should upload the Banker’s certificate as per the proforma enclosed in the bid document.

- The Bidder/agency should not be penalized by competent Court due to violation of labour law
- 33% of reservation for women to be given while deputing the candidates as per the Government norms.
- Challans of having paid EPF, ESI & GST for previous 12 months shall be submitted.

5.1 Minimum Qualification and knowledge required for manpower

- a. Project Engineer: Candidate having Engineering degree with computer knowledge.

Receptionist: Candidate having any degree with computer knowledge and good communication skills.

Data Entry Operator: Qualification – Candidate having Diploma degree with computer knowledge.

- b. The candidate provided shall be able bodied, physically fit and mentally sound, well trained and disciplined
- c. Should be aged between 18 to 45 years.
- d. Knowledge of Kannada & English is a must.
- e. They shall be able to work after office hours also.

The Bidder shall upload all the necessary documentary proof in support of the qualifying requirements in the e-procurement portal. Non-submission of the proof leads to disqualification.

5.2 Process of Selection

BESCOM can constitute a selection committee for screening/selection of the required manpower proposed by the agency. Agency shall provide suitable alternate candidates in case of insufficient/ unsuitable candidates within one week of intimation by BESCOM.

Age of the Prospective candidates shall be as mentioned above as on date of publishing the tender. Agency/Bidder must ensure that the candidates suggested must adhere to the age limits specified and candidates not complying with the age requirements will not be considered for selection.

The prospective candidates must submit the two copies of degree/diploma certificate as the case may be, duly attested by Gazetted Officer along with Originals for verification purpose.

The bidder shall indicate any deviations to terms & conditions if any. Otherwise it will be presumed that, the bidder has accepted terms & conditions of the tender.

- 6.0** Supporting Documents mentioned above must be uploaded in the e-procurement portal. Failing to upload any of the documents shall lead to disqualification of the Agency/Bidder to participate in the tender.

Notwithstanding anything stated herein above, BESCOM reserves the right to assess the capacity and capability of the bidder, if the circumstances warrant such assessment in the interest of BESCOM. BESCOM reserves the right to waive any minor non-conformity or any

minor irregularity in an offer, if they do not affect the capability of the Bidder to perform the contract.

In case the uploaded bid documents could not be opened/not visible at the time of opening of Techno-commercial bids, the bids are liable for rejection.

In the event of the information furnished by the bidder found to be false at any stage of tendering, BESCO at its discretion may take action against such bidders and may forfeit the bid security deposit and disqualify the offer of such bidder and blacklist the firm.

In the event of the information furnished by bidder is found to be false during the execution stage, then BESCO is at its liberty to cancel the Work Award other than forfeiting the Security Deposits against the DWA and may blacklist the firm and recover the losses and levy liquidated damages.

If any false declaration is submitted by the bidder, then BESCO reserves the right of rejection of contract and forfeiting of performance guarantee submitted by the firm.

7.0 Even though the bidders meet above qualifying criteria, as per their statements they are subject to be disqualified apart from forfeiting EMD, If they have:

- ◇ Made misleading or false representations in statements and attachments submitted as proof of the qualification requirement and /or Record of poor performance such as not properly completing the contract of financial failures etc.,
- ◇ The bidder shall indicate any deviations to terms & conditions if any. Otherwise it will be presumed that, the bidder has accepted terms & conditions of the tender.
- ◇ Details of Payments Receipts shall be uploaded towards payment of Professional Tax, EPF, ESI and Services taxes.
- ◇ After awarding the contract to the agency if the related documents furnished, found to be incorrect or false or fake, such agencies orders will be cancelled without any notice, apart from initiating legal action.

- ◇ Quantities noted above are provisional and subject to change as per provisions of KTPP Act.
- ◇ From time to time, if there is any increase in the minimum wages, the same shall be payable by BESCO.
- ◇ When the minimum wages are increased the amount will be increased in proportion towards wages, if the quoted prices are lesser than the increased amount of minimum wages act.
- ◇ BESCO reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCO consequently.
- ◇ The name and address along with seal of the authorized representative of the agency who will be interacting in future has to be furnished.
- ◇ The tender not submitted through e-procurement portal and also non-payment of EMD is liable to be rejected.
- ◇ BESCO will not be responsible for not getting internet connection while downloading the electronic bid sheets/documents or while uploading their offers.
- ◇ The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.
- ◇ The person/firm who is having criminal background or insolvent is not eligible to participate in the tender.
- ◇ The offers shall be in General conformity with the specifications. Any Technical/Commercial Deviations from the specifications shall be clearly brought out in the techno commercial of the offer. If deviation certificate is left unfilled, it will be treated as there are no deviations and the contractor has accepted the tender conditions.
- ◇ In the areas where ESI act is not covered, the agency shall obtain insurance cover for the Workmen's compensations for such outsourced staff in lieu of ESI.
- ◇ The said agency shall maintain relevant registers and records under the applicable enactments.
- ◇ If the agency assigns or sub-lets the obligations under the agreement, the work order awarded automatically stand cancelled.

- ◇ The Contract is for a period of one year from the date of contract order. In case of any unsatisfactory performance, BESCO has the right to cancel the order without giving any notice.
- ◇ It is mandatory that bidder shall quote permissible amount as service charges, separately.
- ◇ The agency shall ensure that one of its representative/supervisor is available at the pre-notified address with contact number so that they can be contacted in case of need, at any time i.e., 24X7 on all 365 days. The representative/supervisor shall provide the details as directed without fail.
- ◇ Schedule of tender events will be as per e procurement portal.

8.0 Supervision:-

Agency shall take the responsibility of inspecting their manpower on duty on regular basis by maintaining two tier inspections by its superiors. Agency shall inspect from time to time and ensure satisfactory performance of the manpower.

9.0 Replacement

Agency shall provide continuous service of manpower by making standby / reserve staff and no void shall be allowed. It is the primary responsibility of the Agency to provide un-interrupted continuous services of manpower at the designated locations.

10.0 Details of Shifts

The Agency shall make arrangement to provide weekly holidays and other holidays to manpower posted on duty by making alternate arrangements.

11.0 Remunerations:-

Agency shall be responsible for the payment of salaries and other benefits, including ESI, EPF, etc., and any other statutory liabilities to its staff.

BESCO will not be responsible for non-payment of remunerations to the manpower availed, under any circumstances.

12.0 Mode of payment:-

The successful bidder/agency shall submit pre-receipted bill in duplicate with certification from the O&M sub-divisional AEE (EI), duly countersigned by the concerned Circle Superintending Engineer, Elec., for satisfactory completion of the work for payment of remuneration, of the Staff to the Chief Engineer (Electy), C,O&M, BMANZ, BESCO before 7th of the succeeding month. 100% payment on monthly basis will be made in RTGS mode after effecting applicable recoveries before 15th of the succeeding month.

It is mandatory that, the agency shall make the payment to its employees within **8th of the every month** irrespective of payment received from BESCO. It is the responsibility of the bidder to produce previous month's ESI, PF contribution receipts and salary acquittance of the deployed staff along with the bill for payment. This shall be strictly adhered to, before making payment.

13.0 Dispute:

In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this shall refer the same to the Managing Director, , BESCO, K.R.Circle, Bangalore-1 whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate courts in Bangalore jurisdiction and In case of any dispute between the Contractor and the engaged manpower, BESCO will not be a party and this has to be settled by the contractor himself at his own cost.

14.0 Risk and Cost Service: In the event, the Agency fails to execute the awarded work or is not able to deliver the work of quality or within the stipulated time period, BESCO shall be at liberty to carry out pending activities or the total scope of contract through a Third Party and recover the expenses from the original agency. The Cancellation of Work contract may be either for whole or part of the Work contract, and will be at the BESCO option. However, before such cancellation, the BESCO shall give four week's notice to the agency for taking corrective action. In case, the

service provider does not take necessary corrective action to BESCOM satisfaction, within the said period of four weeks, BESCOM shall be at liberty to terminate the Work contract in part or whole. BESCOM may avail,

upon such terms and in such manner, as it deems appropriate, services similar to those so terminated. The service provider shall be liable to the BESCOM for any losses, excess costs for such/similar services, provided that the service provider should continue the performance of the Work contract to the extent not terminated under the provisions of this clause. If in the opinion of BESCOM, the service provider shall not be able to correct the fault even after notice, and the BESCOM may terminate the Work contract at the risk and cost of the service provider.

15.0 Two cover Tender

Tender should be in **two** parts namely **Part-I: Techno commercial** Bid containing full technical particulars and commercial terms and conditions.

Part-II: Price Bid containing prices.

16.0 INFORMATION REQUIRED WITH TECHNICAL PROPOSAL:

- a. The bid must clearly indicate the name of the bidder, the type of services to be provided.
- b. The documentary evidence in respect of qualifying requirements shall be uploaded by the bidder in the form of Electronic/scanned copies in the e-procurement Portal only by the participating Bidders. Any Documents submitted through hard copies will not be accepted.
- c. Annexure documents to be uploaded.

17.0 Part II: PRICE PROPOSALS:

The Bidder shall upload price in e-procurement portal in the provision provided for uploading "Financial Bid Document" and has to quote the total total amount to be paid per person per month by considering the minimum wages, VDA, EPF, ESI, the service charges, GST to be paid in e-procurement portal.

18.0 COST OF BIDDING

The Bidder **shall bear** all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other

presentations etc, and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

19.0 THE BIDDING DOCUMENTS

CONTENTS OF BIDDING DOCUMENT

The Bidding Document is a compilation of the following Sections:

Bid Documents	Bid Documents in the following format will be available in the web site.
	Volume-I
	Section-ITB-Instructions to Bidders
	Volume-II
	Section-GCC-General Terms and Conditions of Contract
	Section-a)Techno-commercial sheets

20.0 UNDERSTANDING OF BID DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

21.0 CLARIFICATIONS ON BID DOCUMENTS

If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to owner. The owner, then, will issue interpretation(s) and clarification(s) as he may think fit in writing. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify owner in writing. Owner will respond in writing /upload in the

Website / issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document which it receives not later than **7 (Seven) days** prior to the deadline for submission of bids prescribed by owner. Written copies of owner's response (including an explanation of the query but without identifying its source) will be sent to all prospective Bidders who have received the Bidding Document. Verbal clarification and information given by owner or his employee(s) or his representative(s) shall not in any way be binding on owner.

22.0 AMENDMENT TO BIDDING DOCUMENT

At any time prior to the deadline for submission of bids, owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment (s).

The amendment will be notified in the e-procurement portal. Owner will bear no responsibility or liability arising out of non-acknowledgment of the same by all the prospective Bidders before submitting the Bid.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, owner may, at its discretion, extend the deadline for the submission of bids as deemed fit.

Such amendments, clarifications, etc, shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

23.0 LANGUAGE OF BID

23.1 The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and owner shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern

24.0 DOCUMENTS COMPRISING THE BID

- 23.1 The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents as detailed above, indicating for the services to be rendered, a brief description of services, quantity and prices and **upload in the e-procurement portal.**
- 23.2 The Bidder shall also upload documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed above and accompanying General Conditions of Contract if any.

24. EARNEST MONEY DEPOSIT (BID GUARANTEE)

The bidders shall pay EMD of **Rs. 3,79,695/-** through any one of the four e-payment modes mentioned in the e-Procurement Portal which is as detailed below

24.1 The bid guarantee may be forfeited:

- a. If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- b. In case of a successful Bidder, if the Bidder fails to sign the Contract; or furnishing the Agreement within the prescribed date.
- c. In case of a successful Bidder, if the Bidder fails to furnish the Security Deposit.

25.0 E-payment modes for Tender Processing Fee & Earnest Money Deposit.

The supplier/contractor should pay the Earnest Money Deposit (EMD) & Tender Fee in the e-Procurement portal using any of the following payment modes:

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

25.1 CREDIT CARD PAYMENT METHOD:

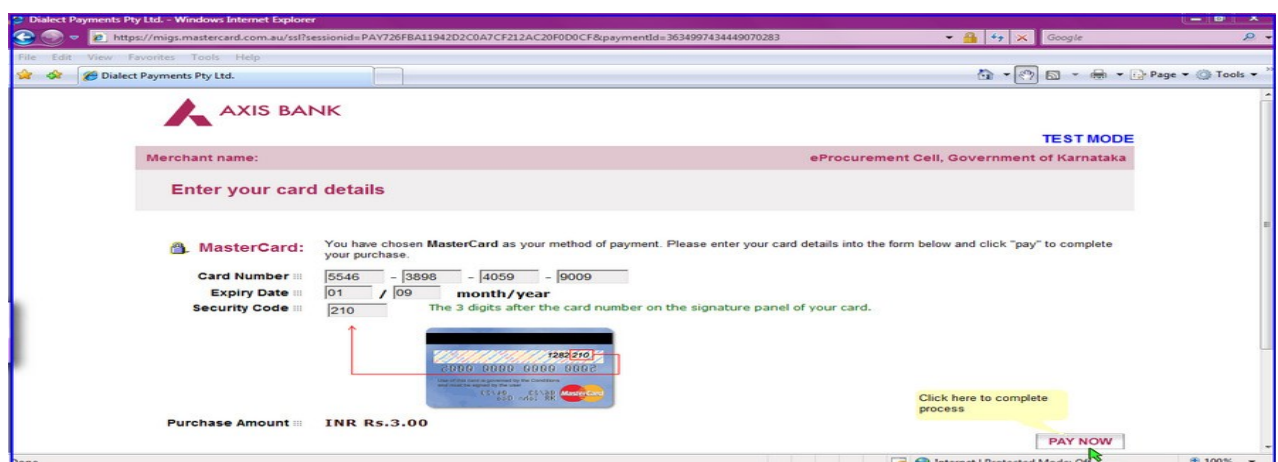
To pay the registration fee through your credit card, click on the “Credit Card (Online Payment)” option. If you choose to pay the fees later click on “Close” button. Click Pay after verifying details on the screen that appears. Click on “Pay” button to proceed with payment process. Click “Back” if you wish to

Choose a different payment method. Click on “OK” button on the payment method

Confirmation window that is displayed. You will choose your card type (VISA, master Card).

You enter your credit card details.

Card Details completely filled.

The screenshot shows a web browser window titled "Dialect Payments Pty Ltd. - Windows Internet Explorer". The address bar shows a URL from migs.mastercard.com.au. The page header includes the "AXIS BANK" logo and "TEST MODE" text. Below the header, it says "Merchant name: eProcurement Cell, Government of Karnataka". The main heading is "Enter your card details". A message states: "MasterCard: You have chosen MasterCard as your method of payment. Please enter your card details into the form below and click 'pay' to complete your purchase." The form fields are: Card Number (5546 3898 4059 9009), Expiry Date (01 / 09 month/year), and Security Code (210). A note says "The 3 digits after the card number on the signature panel of your card." Below the form is an image of a MasterCard with the security code 1234567. The "Purchase Amount" is "INR Rs.3.00". A yellow callout box says "Click here to complete process" with an arrow pointing to the "PAY NOW" button. The status bar at the bottom shows "Internet | Protected Mode: Off" and "100%".

The screen will look like it is shown above when you have completely filled the card details.

Click on “PAY NOW” button to effect the payment. Your card details are verified by the payment gateway service and you will receive confirmation of payment debited to your card account if the card is valid. If the card is not valid you will receive alert about it and system will wait for you to correct any errors in the card details provided by you.

A successful transaction message is displayed.

25.2 DIRECT DEBIT METHOD:

Click on “Direct Debit Using Internet Banking (Online Payment) option to pay from your bank account through Internet Banking facility.

Click on “Pay” to proceed or “Back” to change the payment method on the Payment details screen.

Click on “OK” on the confirmation window to effect the payment. Click on “Cancel” and then on “Back” to change the payment method.

You will information on your screen about successful completion of payment process.

25.3 OTC PAYMENT PROCEDURE:

If a contractor/supplier chooses to make payment of EMD/tender processing fees Over The Counter (OTC) in any of the designated Axis Bank branches listed in the e-Procurement web-site (<https://www.eproc.karnataka.gov.in>) the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the OTC option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number and the amount to be remitted. Along with the challan, contractor can choose to make the payment either in the form of cash or in the form of Demand Draft. Cheque payments will not be accepted. The contractor is requested to specifically inform the bank officer to input the unique bid reference number printed in the challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16-digit reference

number acknowledging the receipt of payment. This 16-digit reference number has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission.

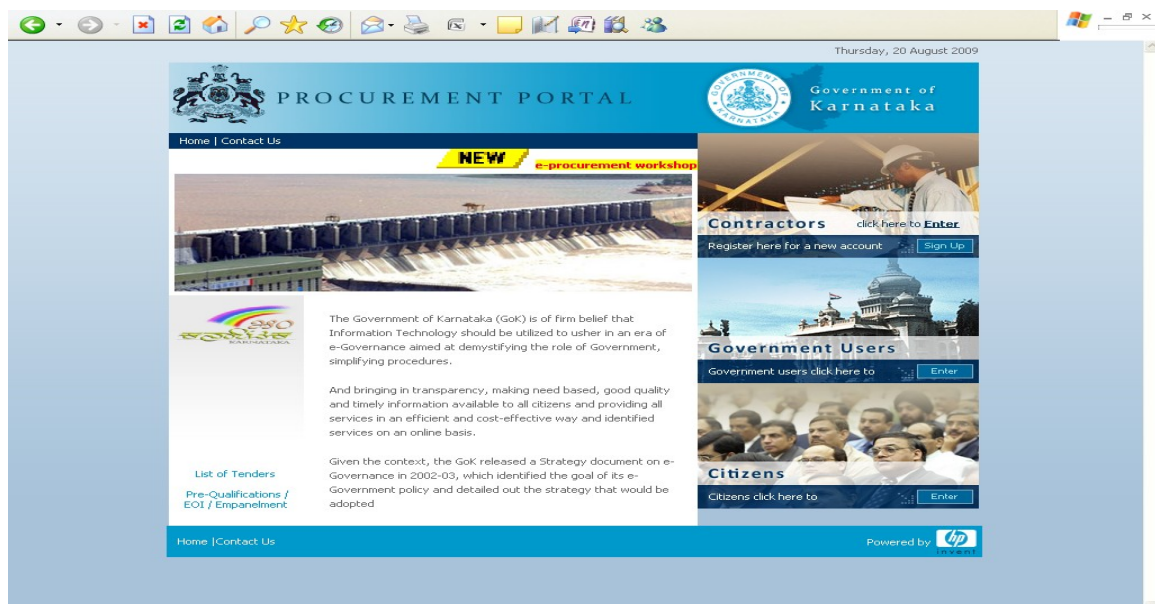
25.4 NEFT PAYMENT PROCEDURE:

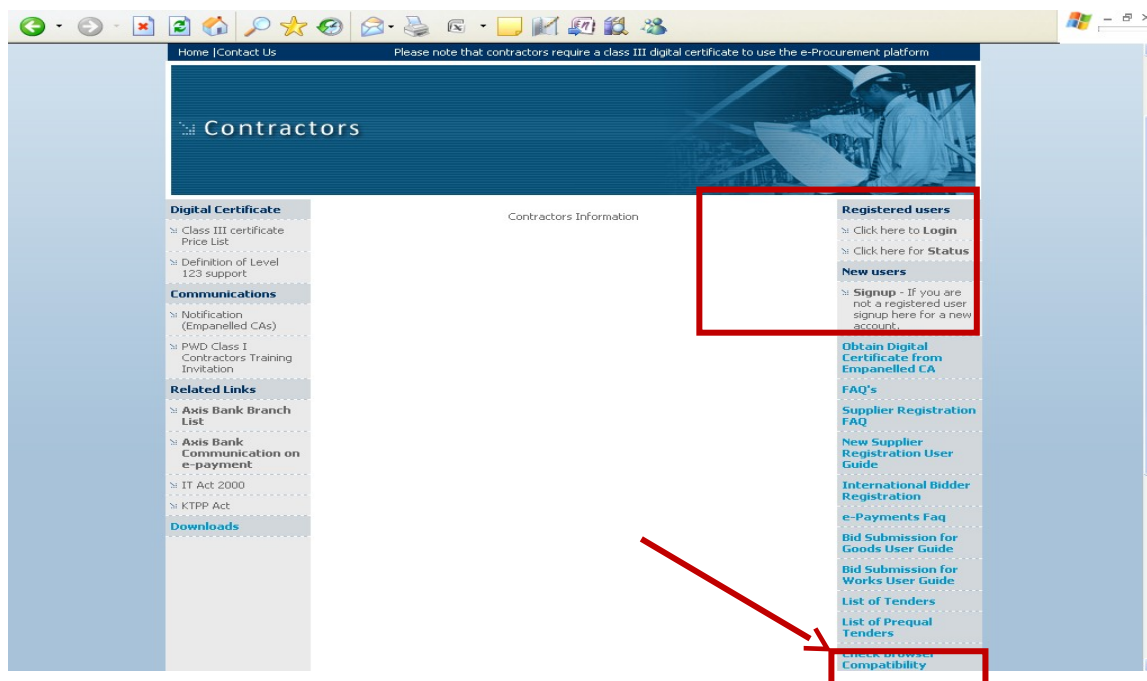
If a contractor/supplier chooses to make payment of EMD/tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that

section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The contractor has to submit the printed challan to its bank-branch (NEFT-enabled) and request for an account-to-account transfer, wherein the money will get transferred from the contractors' bank account to GoK's bank account. The contractor should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and preferably 24 hours before the last date for bid submission. If the contractor's bank transfers/wires the money after the last date for bid submission, the contractor's bid will be liable for rejection. Upon executing the transfer, the contractor's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission. Also, the account number from which the funds were transferred have to be inputted in the e-Procurement system as part of its bid.

The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at Axis Bank.

For details on e-Payment services refer to e-procurement portal for more details on the process.





Note: In e-Procurement Portal Contractor has the option of withdrawing the Bid by digitally signing to withdraw/cancel bid before the bid submission time /Date.

26 PERIOD OF VALIDITY OF BIDS

- 26.1 Bids shall remain valid for **180 Days** from the date of bid opening. A bid valid for a shorter period will be rejected as non-responsive.
- 26.2 In exceptional circumstances, owner may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required or permitted to modify its bid.

27 FORMATS OF COMMERCIAL OFFER:

The Commercial offers must not contradict the technical offer in any way.

28 The techno - commercial evaluation:

For purpose of these clauses, a substantially responsive Bid is one, which conforms basically to all the terms and conditions of the Bidding Documents without material deviation & confirming to technical specifications.

The Techno-commercial Bids will be evaluated generally on the following points but not restricted to the same.

- a) Payment of the EMD
- b) Qualifying Requirements
- c) Acceptance for payment terms & confirming to all terms and other commercial conditions
- d) A bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- e) Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

29 COMPARISON OF PRICE BIDS

The Chief Engineer (Electy), C,O&M, BMANZ, BESCO, Nandi Durga Road, Bengaluru-46 will evaluate and compare the Bids after determination of the substantial responsiveness of the Bids.

All evaluated bid prices of all the Bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest Bid will be selected for the award of the Contract.

30 FORMAT OF BID

31.1 The bids shall be **uploaded in the e-procurement portal**, on or before the last date and time of submission of bids. Bids not submitted through e-procurement portal and non-payment of EMD amount will be disqualified.

31.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

All the documents in support of qualifying requirements and all necessary documents shall be scanned and uploaded in the E-Procurement website. (www.eproc.karnataka.gov.in)

31 DEADLINE FOR SUBMISSION OF BIDS

32.1 Bids must be uploaded in the e-procurement portal on or before **11.08.2023 at 16:00hrs.**

32.2 Owner may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and

obligations of owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

33 MODIFICATION AND WITHDRAWAL OF BIDS

- 33.1 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by owner prior to the deadline prescribed for submission of bids.
- 33.2 No bid may be modified subsequent to the deadline for submission of bids.
- 33.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder's forfeiture of its bid security.

34 OPENING OF BIDS

The techno commercial and price bid will be opened as per the schedule mentioned in the e procurement portal.

35 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

36 CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, owner and/or his employees/representatives on matters related to the bids under consideration. Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will

not be permitted to change the substance of the bids after the bids have been opened.

37 NEGOTIATIONS:

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting bidder, whose offer is found to be fully technically compliant.

38 AWARD CRITERIA

BESCOM will place the Contract Order on the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. Owner shall be the sole judge in this regard. No sub-contract is allowed.

39 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for owner's action.

40 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

41 NOTIFICATION OF AWARD: Prior to the expiration of the period of bid validity and extended validity period, if any, owner will notify the successful Bidder in writing by registered letter or fax, that its bid has been accepted.

42 Issue of contract Order

Contract order will be issued by the Chief Engineer, (Ele.,) C,O&M, BMAZ, BESCOM, NT Road, Bangalore-1 Whatever may be the conditions of sale specified or indicated in the quotations, it is only the conditions indicated in the Contract Order and Scope of the work / technical specifications which will be binding upon BESCOM. On receipt of the Contract Order if any successful bidder finds his inability to accept any of the terms/conditions, he shall raise the issue specifically and immediately get the matter clarified.

43 Termination of Contract: The Contract is liable to be terminated at the absolute discretion of BESCOM without assigning any reasons on the following grounds and the Security Deposit /EMD amount paid by the contractor will be forfeited.

- a. The services to be found unsatisfactory.
- b. Breach of any terms of the contract
- c. If the agency fails to provide the services as per the agreed terms and on violation of any of the terms of the contract, the firm is liable to be blacklisted besides termination of the contract.
- d. If the agency fails to remit the ESI&PF amount of its employees to the concerned authority.
- e. If the agency fails to make payment to the manpower availed within the time specified above under clause 12.0
- f. If found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date.

The decision of the company shall be final as regards the acceptability or otherwise of materials/equipment supplied/services provided.

For any enquiries/held with respect to the tender floated in the e-procurement portal the details are as follows:

Supports Timings: (9.00 am to 9.00 pm) Help Desk: 080-25501216/25501227

Or

E-mail: hphelpdesk.blr@rteservices.com

Sd/-

**Chief Engineer (Ele,),
C,O&M, BMANZ, BESCO**